

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Jeff Siebert, *et al.*,

Plaintiffs,

**Civil File No.: 04-CV-1461
(JMR/FLN)**

vs.

Amateur Athletic Union of the United
States, Inc, (AAU), *et al*,

**PETITION FOR DISTRIBUTION
OF MINOR SETTLEMENT FUNDS**

Defendants.

Plaintiff Jeff Siebert states:

1. Jeff Siebert is the father and natural guardian of C.S.
2. C.S., one of the Plaintiffs in this lawsuit, is a 14 year old girl who was born in 1993. C.S. is deaf. Her social security number is XXX-XX-8996.
3. C.S. and I, along with my daughter Amy, filed suit against Defendants Amateur Athletic Union (AAU) of the United States, Inc., AAU Minnesota and Minnesota Youth Athletic Services, Inc. (MYAS), alleging that Defendants violated federal and state laws which prohibit discrimination based upon disability. Specifically, we alleged that the Defendants failed to provide a sign language interpreter for a girls' basketball program in which C.S. and I participated and in which Amy wanted to participate. As a result of Defendants' failure to provide an interpreter, C.S. sustained compensable injury, including emotional harm.
4. C.S. did not claim she suffered any physical harm as a result of the Defendants' actions. She claims that Defendants' conduct caused her emotional harm.
5. Plaintiffs retained the Minnesota Disability Law Center (MDLC), 430 First Avenue North, Suite 300, Minneapolis, MN 55401-1780, as attorneys to represent them

concerning the failure of Defendants to provide a sign language interpreter. Pursuant to the terms of the Retainer Agreement with MDLC, we do not owe MDLC any fee for its services.

We recognize that the law provides a remedy of statutory attorney's fees and we authorized the MDLC to seek statutory attorney's fees and expenses from the Defendants as part of the settlement of our claims.

6. Subsequently, the MDLC conducted an investigation into the facts surrounding the occurrence and the injuries we experienced, filed suit on our behalf and entered into settlement negotiations with Defendants.

7. The parties have conducted settlement negotiations for the purpose of resolving our lawsuit. We have reached an agreement, subject to approval by this Court, which is memorialized in the Release ("Release"), filed with this Petition as Sealed Exhibit A. The Defendants have agreed to pay C.S. Ten Thousand Dollars (\$10,000) to settle all her claims related to this lawsuit. I believe the settlement fairly compensates C.S. for the harm she suffered.

8. The Defendants have also agreed to make the following payments:

Jeff Siebert	\$22,625.00.
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I plan to make a payment to SportSign, an ASL interpreting service, in the amount of \$1,200 from my share of the settlement, which is the amount SportSign billed for the interpreting services it provided for C.S. during the Spring 2003 Girls Basketball season

9. The Defendants are also paying the MDLC Three Thousand Six Hundred Twenty Five (\$3,625) in settlement of Plaintiffs' claims for statutory fees and expenses, as part of the settlement of this lawsuit.

10. Plaintiff Jeff Siebert desires that the settlement payment paid by Defendants to C.S. be deposited in certificates of deposit at the Wells Fargo Bank. I understand that

withdrawals from that account before C.S.'s eighteenth (18th) birthday may be made only by Court Order for the benefit of C.S., and that any principal and interest which remains after payment of court authorized items will be paid to C.S. at her request on her eighteenth (18th) birthday.

11. I have researched the interest rates and other terms and conditions of federally insured savings accounts, certificates of deposit and other investment instruments at a number of different banks and financial institutions in the Twin Cities area. My research led me to the conclusion that the certificates of deposit offered by the Well Fargo Bank provide the best rate of return for the amount to be invested for C.S. I plan to invest half of C.S.'s share of the settlement (\$5,000) in a 7-month Certificate of Deposit (current interest rate- 2.75%) and the remaining half (\$5,000) in a 16- month Certificate of Deposit (current interest rate- 3.35%).

12. I request permission from the Court to reinvest the balance remaining from each Certificate of Deposit, after any Court authorized payments of items for the benefit of C.S., in new Certificates of Deposit and/or federally guaranteed savings accounts, which are subject to Court supervision.

13. C.S. will be a sophomore in high school beginning in the fall of 2008. She plans to attend Galaudet College beginning in the fall of 2011.

14. C.S., my wife (Beth Siebert) and I have discussed how to use C.S.'s share of the settlement to provide C.S. with the maximum benefits and opportunities as she completes high school and prepares for college. We propose using C.S.'s settlement proceeds for the following purposes:

- Youth Leadership Camp for the Deaf
(summer before either junior or senior year of high school) \$2,000.00
- Volleyball and basketball camps

(summer preceding junior and senior years of high school)	\$1,000.00
• Computer and printer (summer preceding senior year of high school)	\$1,500.00
• Blackberry Pager (purchase and service during 2009 and 2010)	\$1,000.00
• Driver's education training	\$500.00
• College tuition	\$ [Balance of settlement]

I respectfully request that the Court approve these payments for C.S.'s benefit.

WHEREFORE, Plaintiff prays for an Order of the Court:

1. Approving settlement of the claims and causes of action of Plaintiff C.S. against Defendants, Amateur Athletic Union (AAU) of the United States, Inc., AAU Minnesota and Minnesota Youth Athletic Services, Inc. (MYAS), for the terms and conditions contained in the Release (Sealed Exhibit A), including payment to C.S. of the sum of Ten Thousand Dollars (\$10,000), and authorizing Plaintiff Jeff Siebert to sign the necessary releases and other settlement documents on behalf of C.S..

2. Directing the Minnesota Disability Law Center (MDLC) to deliver to the Wells Fargo Bank the sum of Ten Thousand Dollars (\$10,000) to be deposited in one or more federally insured certificates of deposit in the name of C.S., a minor.

3. Directing Wells Fargo Bank to issue one or more certificates of deposit in the name of C.S., to make no disbursements from said deposit except upon Order of this Court until C.S. attains the age of eighteen (18) years of age in 2011, at which time any funds remaining after disbursements authorized by the Court may be made available to C.S. upon her request.

4. Permitting Jeff Siebert to reinvest the balance remaining from each certificate of deposit when it matures, after payments authorized by the Court for items for the benefit of C.S. in new federally insured certificates of deposit or savings accounts.

5. Permitting Jeff Siebert to use C.S.'s share of the settlement proceeds (including interest it earns) for the following purposes:

- Youth Leadership Camp for the Deaf
(summer before either junior or senior year of high school) \$2,000.00
- Volleyball and basketball camps
(summer preceding junior and senior years of high school) \$1,000.00
- Computer and printer
(summer preceding senior year of high school) \$1,500.00
- Blackberry Pager (purchase and service during 2009 and 2010) \$1,000.00
- Driver's education training \$500.00
- College tuition \$ [Balance of settlement]

6. Directing Plaintiff Jeff Siebert to provide Wells Fargo Bank a copy of this Order at the same time that C.S.'s Settlement Amount is transmitted for deposit.

s/ Jeff Siebert
Jeff Siebert

STATE OF MINNESOTA)
) ss.
COUNTY OF)

Jeff Siebert, being first duly sworn upon oath, states that he is the Plaintiff above named;
that he has read the foregoing Petition and knows the content to be true and correct to the best of
his knowledge, information and belief.

Dated: July 23, 2008

s/ Jeff Siebert
Jeff Siebert

Subscribed and sworn to before me

this 23rd day of July, 2008

NOTARY SEAL

s/ Nadine Hilliard

Nadine Hilliard
Notary Public

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